

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 6		
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 27 SEP 99		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY DESC-PLC/MICHELLE SMITH DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FT. BELVOIR, VA 22060-6222 http://www.desc.dla.mil		CODE SC0600 703-767-9558 703-767-8506 FAX PP 3.2		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. SP0600-99-R-0018	
				X		9B. DATED (SEE ITEM 11) OCTOBER 15, 1998	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted;or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u> </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>A. Offerors must acknowledge receipt of this amendment by filling out block 8 above and signing and dating blocks 15A, 15B, and 15C below, and returning this document with its offer to DESC-PLC, fax (703) 767-8506.</p> <p>B. The terms and conditions, certifications and representations submitted under RFP SP0600-99-R-0018 and Amendments 0001 and 0002 apply herein.</p> <p style="text-align: center;">(See Page 2)</p> <p>Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

C. Clause B1.05 has been revised as follows:

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as two-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>TWO-YEAR ESTIMATED QUANTITY</u>	
	ALEUTIAN CHAIN AK, DOD COOL BARGE ZONE 2 DELIVERY DODAAC: ORDERING OFFICE: 907-552-5777		
200-05	TURBINE FUEL, AVIATION, JP5 FOB ORIGIN (FOB), INTO GOVERNMENT FURNISHED BARGE(S) AT SUPPLIER'S WORKS IN COOK INLET, DUTCH HARBOR OR PRINCE WILLIAM SOUND, AK PRODUCT PICK-UP REQUIRED LAT NOV 1999 DELIVERY SITE: ADAK, NAVY	200,000 GL	\$ _____ Offer Price
200-58	JET FUEL, TYPE A-50 (JET A50) FOB ORIGIN (FOB), INTO GOVERNMENT FURNISHED BARGE(S) AT SUPPLIER'S WORKS IN COOK INLET, DUTCH HARBOR OR PRINCE WILLIAM SOUND, AK PRODUCT PICK-UP REQUIRED LAT NOV 1999 DELIVERY SITE: ADAK, NAVY <u>THIS IS AN ALTERNATE FUEL FOR ITEM 200-05 (JP-5)</u>	200,000 GL	\$ _____ Offer Price
200-281	GASOLINE, REG UNL (MUR) VOLATILITY CLASS D-4 OR E-5 FOB ORIGIN (FOB), INTO GOVERNMENT FURNISHED BARGE(S) AT SUPPLIER'S WORKS IN COOK INLET, DUTCH HARBOR OR PRINCE WILLIAM SOUND, AK PRODUCT PICK-UP REQUIRED LAT NOV 1999 DELIVERY SITE: ADAK, NAVY	55,000 GL	\$ _____ Offer Price
200-341	DIESEL FUEL #2 (DF2) MAX. POUR POINT -10 DEG F MAX. CLOUD POINT -1 DEG F (UNDYED) FOB ORIGIN (FOB), INTO GOVERNMENT FURNISHED BARGE(S) AT SUPPLIER'S WORKS IN COOK INLET, DUTCH HARBOR OR PRINCE WILLIAM SOUND, AK PRODUCT PICK-UP REQUIRED LAT NOV 1999 DELIVERY SITE: ADAK, NAVY	1,100,000 GL	\$ _____ Offer Price

D. Clause B19.19 is hereby revised as follows:

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on SEPTEMBER 27, 1999. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1)

below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

<u>Item Number</u>	<u>Publication</u>	<u>Base Ref. Price</u>
200-281	OPIS Seattle Unleaded Gasoline Average	\$.7867
200-341	OPIS Seattle No. 2 High Sulfur Average	\$.6398
200-05/200-58	OPIS Anchorage, Delivered SPOT	\$.7140

(DESC 52.216-9FW1)

E. The following specification clauses are hereby added to the solicitation:

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC MAR 1999)

(a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies to Table 1, modified as follows:

(1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.

(2) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(3) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment _____) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating "MSEP result is a 'Report Only' requirement. Original result of _____ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives)."

(4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275°C (530°F). Shipments will not be delayed pending results of this additional JFTOT test.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275°C (530°F) in lieu of the normal 260°C (500°F). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260°C (500°F). If both tests are performed, the results of the test at 260°C (500°F) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260°C shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature.

(b) ADDITIVES.

(1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, IPC 4410, and IPC 4445.

(4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases the proportion of the blend that has been hydrogen treated shall be reported.

(5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.

(6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonlynaphthylsulfonic acid (DINNSA)) shall be used.

(c) **APPLICABLE TO JP5 ONLY.** For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

ATTN: CODE 40
NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD SUITE 3719
FORT BELVOIR VA 22060-6224

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR-4.4.5
ATTN: DOUGLAS F. MEARNs, BLDG 2360
22229 ELMER ROAD, UNIT 4
PATUXENT RIVER, MD 20670-1534

ATTN: DESC-BPE(LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(d) APPLICABLE TO JP4 ONLY.

(1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.

(3) For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

COMMANDER
SAN ANTONIO AIR LOGISTICS CENTER
ATTN: SA ALC/SFTH
1014 BILLY MITCHELL BLVD SUITE 1
KELLY AFB TX 78241-5000

ATTN: DESC-BPE(LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(DESC 52.246-9FNK)

C16.08 TURBINE FUEL, AVIATION (JET A/A1/A50/B) (DESC JUL 1998)

(a) Aviation turbine fuel shall conform to the requirements of ASTM D 1655, Standard Specification for Aviation Turbine Fuels, as modified below:

(b) **ADDITIVES.**

(1) **FUEL SYSTEM ICING INHIBITOR (FSII).** When FSII is required by contract line item--

(i) The fuel shall contain 0.07 to 0.20 percent by volume FSII.

(ii) The FSII shall conform to the requirements of either specification MIL-I-27686F, Inhibitor, Icing, Fuel Systems, NATO S-748, dated June 10, 1991, with the exception of Particulate Matter; MIL-I-85470A, Inhibitor, Icing, Fuel System, High Flash NATO Code Number S-1745, dated August 8, 1990; or ASTM D 4171, Standard Specification for FSII's.

(iii) When using the 20-ounce aerosol can to introduce FSII during over the wing refueling, determine the fuel quantity and calculate the amount of required additive. This additive shall be added gradually during filling to permit proper blending in the fuel. One can of aerosol additive will inhibit 180 gallons of fuel to 0.087 percent by volume.

(2) **CORROSION INHIBITOR (CI).** When CI is required by contract line item--

(i) The additive must conform to the latest revision of MIL-I-25017 and be listed under the latest applicable Qualified Products List (QPL-25017).

(ii) The amount added shall be equal to or greater than the minimum effective concentration and shall not exceed the maximum allowable concentration listed in the latest revision of QPL-25017.

(3) **STATIC DISSIPATOR ADDITIVE (SDA).** SDA is required for Jet B and may be required in other jet fuel grades per contract line item. When required--

(i) The conductivity range is 50 to 700 picosiemens/meter at ambient temperature or 85°F, whichever is lower.

(ii) The SDA allowed is STADIS 450 marketed by Octel America, Inc., Newark, DE.

(c) **TESTING AND NOTIFICATION.**

(1) Product must be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260°C and must exhibit--

(i) A maximum tube deposit rating of "less than code 3";

(ii) A maximum pressure drop of 25 millimeters of mercury; and

(iii) Rerun of test at 245°C to achieve the results identified above is not permitted.

(2) Delivery of fuels containing up to 25 percent aromatics is permitted without notification.

(3) Delivery of fuels containing less than 3 volume percent naphthalene with a smoke point greater than 19.0 is permitted without notification.

(d) **JET A50.** Type Jet A50 jet fuel defines a grade of product equal in all respects to the type Jet A jet fuel, except for freeze point, which is limited to -50°F maximum in lieu of -40°F maximum.

(DESC 52.246-9FMA)

F. The closing date for receipt of offers is October 4, 1999, 3:00 P.M. Local (Ft. Belvoir, VA) time.